



Report to the Auburn City Council

Action Item

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Agenda Item No.

City Manager's Approval

To: Honorable Mayor and City Council Members
From: Robert Richardson, City Manager
Andy Heath, Administrative Services Director
Date: August 27, 2012
Subject: Amendment of Auburn Municipal Airport Ground Leases – Hangar Row
Foxtrot (F)

The Issue

Shall the City Council authorize the City Manager or his designee to execute a land lease amendment at the Auburn Municipal Airport between the City of Auburn and Shawn Bickford and Don Wolfe as it relates to the Hangar Row Foxtrot (F) lease?

Conclusions and Recommendations

By **RESOLUTION**, authorize the City Manager or his designee to execute an amendment to the Auburn Municipal Airport Ground Lease Agreements as it relates to the Hangar Row Foxtrot (F) lease between the City of Auburn and Shawn Bickford and Don Wolfe.

Background

On July 25, 2011, the City Council approved a lease agreement between the City of Auburn and Auburn East Hangars Row "Foxtrot", Shawn A. Bickford & Donald D. Wolfe, Lessees, as it relates to the build-out of the East Area Hangar Project – Row "Foxtrot". Since execution of the lease in 2011, the actual footprint of Hangar "Foxtrot" has changed based on a building size assumption noted in the initial lease (a 4,000 square foot initial footprint assumption was used).

With the build-out of the hangar being completed, it has been determined that the actual leasehold footprint is 4,464 square feet, necessitating an update to the leasehold legal description and the leasehold annual rent. An updated legal description and map are attached as Revised Exhibit A and B, respectively. Additionally, the annual rent will be updated to account for the additional 464 square feet in the final legal footprint.

Alternatives Available to Council; Implications of Alternatives

1. Adopt a resolution authorizing the City Manager or his designee to execute an amendment to the Auburn Municipal Airport Ground Lease Agreements as it relates to the Hangar Row Foxtrot (F) lease between the City of Auburn and Shawn Bickford and Don Wolfe.
2. Do not adopt a resolution and direct staff accordingly.

Fiscal Impact

The annual lease rent amount due will be revised to reflect the additional space added to the leasehold footprint. The additional 464 square feet will result in an annual lease amount of \$2,075.76 versus the \$1,860.00 currently paid (an additional \$215.76 annually).

Attachment – First Amendment to Lease – Shawn Bickford and Don Wolfe

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RESOLUTION NO. 12-

RESOLUTION AUTHORIZING AN AMENDMENT TO THE GROUND LEASE AT THE
AUBURN MUNICIPAL AIRPORT BETWEEN THE CITY OF AUBURN AND AUBURN
EAST HANGARS ROW "FOXTROT", SHAWN A. BICKFORD & DONALD D.
WOLFE, LESSEES

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
City Manager or his designee to execute a land lease amendment at the
Auburn Municipal Airport between the City of Auburn, a Municipal Corporation,
and Auburn East Hangars Row "Foxtrot", Shawn A. Bickford & Donald D. Wolfe
Lessees.

DATED: August 27, 2012

Kevin Hanley, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby
certify that the foregoing resolution was duly passed at a regular meeting of
the City Council of the City of Auburn held on the 27th day of August, 2012 by
the following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, City Clerk

FIRST AMENDMENT TO THE
AUBURN MUNICIPAL AIRPORT GROUND LEASE
EAST AREA HANGARS – ROW “FOXTROT”

This First Amendment to Lease (“Amendment”) is made and entered into as of this _____ day of _____, 2012, by and between the City of Auburn, a Municipal Corporation (“City” or “Lessor”), and Shawn Bickford and Don Wolfe (together, “Lessee”).

RECITALS

A. City and Lessee entered into that certain Auburn Municipal Airport Ground Lease East Area Hangars – Row “Foxtrot” dated as of July 25, 2011 (the “Lease”). Capitalized terms used in this Amendment have those meanings ascribed to them in the Lease unless expressly defined otherwise herein.

B. The parties have agreed to amend the legal description of the Premises as set forth herein.

FOR AND IN CONSIDERATION of the mutual covenants hereof, City and Lessee agree to amend the Lease as follows:

1. The legal description of, and the map depicting, the leased Premises are hereby amended by deleting from the Lease the Legal Description of the Premises, Exhibit A, and the Map of the Premises, Exhibit B, and substituting in their stead the attached Revised Exhibit A, the Revised Legal Description of the Premises, and the attached Revised Exhibit B, the Revised Map of the Premises.

2. The square footage of the actual Footprint is different from the square footage of the Footprint as originally estimated; the Base Year Rent will be adjusted accordingly.

3. Each party to this Amendment agrees that the other party is not in default under the Lease, and that the Lease remains in full force and effect.

4. This Amendment integrates all of the terms and conditions mentioned or incidental to the parties’ agreement, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter of this Amendment.

5. Unless otherwise specifically amended by this Amendment, all provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

"CITY" or "LESSOR"

CITY OF AUBURN, CALIFORNIA, a
Municipal Corporation

By: _____
Robert Richardson
City Manager

APPROVED AS TO FORM:

Michael Colantuono, City Attorney

"LESSEE"

Shawn Bickford and Don Wolfe

Name: Shawn Bickford

Name: Don Wolfe

REVISED EXHIBIT A

REVISED LEGAL DESCRIPTION OF THE PREMISES

(behind this page)

REVISED EXHIBIT A

EXHIBIT "A"

CITY OF AUBURN AIRPORT HANGAR FOXTROT LEASE AMENDMENT No. 1

Being a portion of the northwest quarter of the northwest quarter of Section 27, T. 13 N., R. 8 E., M.D.M., and also being a portion of that certain Tract of Land recorded by Deed in Book 496, at Page 279, Official Records of Placer County, and also being a portion of the Auburn Airport as shown on that certain Record of Survey No. 1847, and recorded in Book 14 of Surveys, at Page 66, Official Records of Placer County, more particularly described as follows:

Beginning at a point from which the northwest corner of Parcel 1 as designated in Book 25 of Parcel Maps, Page 124, Official Records of Placer County, bears the following two (2) courses: 1) South 36° 45' 40" West for a distance of 483.92 feet to a point on the South Line NW ¼ NW ¼ Section 27, T. 13 N., R. 8 E., N.D.M.; 2) along said South Line, South 88° 18' 54" West for a distance of 1122.24 feet. Thence from the point of beginning the following eight (8) courses: 1) North 06° 12' 04" West for a distance of 82.00 feet; 2) South 83° 47' 56" West for a distance of 16.00 feet; 3) North 06° 12' 04" West for a distance of 10.00 feet; 4) South 83° 47' 56" West for a distance of 20.00 feet; 5) South 06° 12' 04" East for a distance of 10.00 feet; 6) South 83° 47' 56" West for a distance of 16.00 feet; 7) South 06° 12' 04" East for a distance of 82.00 feet; 8) North 83° 47' 56" East for a distance of 52.00 feet to the point of beginning.

APN: 052-190-045
Contains 4,464 sq. ft.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Parcel 1 as shown on Parcel Map No. P-75040 recorded in Book 25 of Parcel Maps, at Page 124, Official Records of Placer County, which bears South 00° 19' 31" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.



C:\Users\Herb Robbins\Desktop\Dropbox\Atteberry & Associates\PLAN SETS (PDF)\Foxtrot\Foxtrot-exhibit-a Amend.doc

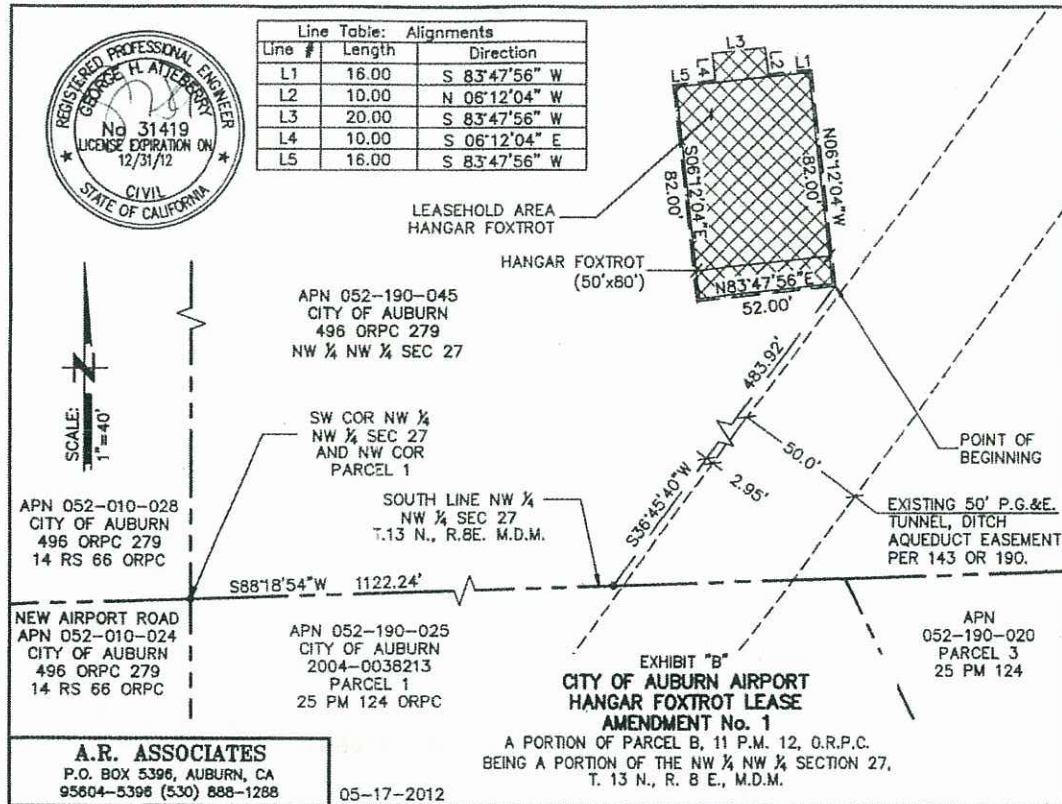
REVISED EXHIBIT A

REVISED EXHIBIT B

REVISED MAP OF THE PREMISES

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REVISED EXHIBIT B



FOXTROT

REVISED EXHIBIT B

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